good title as against the former owner. *White* v. *Dodge,* 187 Mass. 449; *Moore* v. *Moore,* 112 Ind. 149; *Davis* v. *Bechstein,* 69 N. Y. 440; *Moore* v. *Bank,* 55 N. Y. 41; *Kinyon* v. *Wohlford,* 17 Minn. 239. The basis of this rule is an estoppel on the ground that, as between two innocent parties, that one who, by his indorsement of the instrument, has conferred upon another the apparent ownership of the instrument, must bear the loss. *Woods' Appeal,* 92 Pa. St. 379; *Moore* v. *Moore,* supra; *Faulkner* v. *White,* 33 Neb. 199. And a further though similar reason is that any other rule would afford great opportunity for the perpetration of fraud. *Moore* v. *Bank,* supra. The above reasons also do away with the objection that a transferee, after maturity, takes with notice. *Connell* v. *Bliss,* 52 Me. 476; *Moore* v. *Moore,* supra; *Combes* v. *Chandler,* 33 Ohio St. 178.

BILLS AND NOTES—PRESENTMENT.—Action against the maker and the indorser of a note payable to the order of the maker "on demand after date" "at the Equitable National Bank of New York." Presentation for payment was made about nine months afterward, the bank, in the meanwhile, having been placed in the hands of a receiver. From the certificate of protest it appears that the notary presented the note for payment at the bank "and found the bank closed." The defenses interposed are (1) it does not appear that the note was presented for payment during banking hours. (2) Presentation at the bank was insufficient. It should have been made to the receiver personally. (3) Presentation was not sufficient in point of time. *Held,* there was a sufficient presentation. *Schlesinger* v. *Schultz et al.* (1905), 96 N. Y. Supp. 383.

When from a notary's certificate of protest it appears that a note payable at a certain bank was there presented and the bank found closed, there arises a presumption that the presentment was properly made. *Berg* v. *Abbott,* 83 Pa. St. 177; *Ashe* v. *Beasley,* 6 N. D. 191; *Wiseman* v. *Chiappella,* 64 U. S. 368; *Skelton* v. *Dustin,* 92 Ill. 49; *Simpson* v. *White,* 40 N. H. 540. By the terms of the Negot. Insts. Law "presentation is made at the proper place, where place of payment is specified in the instrument and it is there presented." Laws 1897, p. 736, c. 612, § 133. This provision squarely covers the second objection. *Nelson* v. *Grondahl,* — N. D. —, 100 N. W. 1093. The provision of the statute seems to be declaratory of the common law. *Ashe* v. *Beasley,* 6 N. D. 191; *Berg* v. *Abbott,* supra; *Ewen* v. *Wilbor,* 99 Ill. App. 132. The defense that there should have been personal presentation to the receiver is untenable as, had the receiver had any funds in his possession, he would have had no authority to appropriate them to the payment of obligations maturing at the bank. *Jackson* v. *McInnis,* 33 Ore. 529, 54 Pac. Rep. 884, 43 L. R. A. 128; *Armstrong* v. *Thruston,* 11 Md. 148. There are, however, somewhat similar cases where the view seems to have been taken that presentation to a receiver or examiner in charge is sufficient. *Auten* v. *Bank,* 67 Ark. 243; *Ballard* v. *Burton,* 64 Vt. 387. The instrument was not payable at a fixed future date, as the words "on demand after date" are equivalent to "on demand." *Hitchings* v. *Edmands,* 132 Mass. 338; *O'Neil* v. *Magner,* 81 Cal. 631; *Leonard* v. *Olson,* 99 Ia. 162; *Bank* v. *Hosie,* 112 Mich. 351. But *Crim* v. *Starkweather,* 88 N. Y. 339, intimates that a

different conclusion might be reached as to this particular point, as does *Foley* v. *Brewing Co.*, 61 N. J. L. 428. When an instrument is payable on demand, by the terms of the Negot. Insts. Law, "presentment must be made within a reasonable time after its issue." Laws 1897, p. 736, c. 612, § 131. What is a reasonable time depends upon the circumstances of the case. *Yates* v. *Goodwin*, 96 Me. 90; *Bacon's Adm'r.* v. *Bacon's Trustees*, 94 Va. 686; *Hampton* v. *Miller*, — Conn. —, 61 Atl. Rep. 952.

COMMON CARRIERS—FELLOW SERVANT RULE—DEPARTMENTAL DOCTRINE.—Plaintiff, a track laborer in the employ of defendant street car company, was injured by the negligence of one of defendant's motormen, while travelling on a laborer's free pass from Kirkwood to De Hodiamont by order of the foreman of his gang. *Held*, that plaintiff and the motormen were not fellow servants because they were employed in separate departments of the defendant's service. *Haas* v. *St. Louis & S. Ry. Co.* (1905), — Mo. App. —, 90 S. W. Rep. 1155.

The Missouri courts formerly followed the common law rule that all servants employed by a common master, and engaged in the same general business, are fellow servants, irrespective of their diversity of service. *McDermott* v. *Ry.* (1860), 30 Mo. 115; *Rohback* v. *Ry.* (1869), 43 Mo. 187; *Moore* v. *Ry.* (1884), 85 Mo. 88. But the case of *Sullivan* v. *Mo. Pac. Ry. Co.* (1888), 97 Mo. 113, introduced the so-called departmental doctrine, an exception to the general rule; and this case has been followed by later decisions. *Parker* v. *Hannibal, etc., Ry. Co.* (1891), 109 Mo. 362; *Dixon* v. *Railroad* (1891), 109 Mo. 423; *Schlereth* v. *Mo. Pac. Ry. Co.* (1892), 115 Mo. 87; *Card* v. *Eddy* (1895), 129 Mo. 510. The departmental doctrine is that where a servant is employed in a department of the general service which is separate and distinct from that of the servant or servants whose negligence caused the injury, the fellow servant rule has no application. 12 AM. & ENG. ENCY. OF LAW 971. This doctrine is contrary to the weight of authority. *Coal Creek Mining Co.* v. *Davis* (1892), 90 Tenn. 711. It is fully explained in the case of *Chicago, etc., Ry. Co.* v. *Moranda* (1879), 93 Ill. 302; and is severely criticised in the early case of *Farwell* v. *Boston, etc., Ry. Co.* (1842), 4 Metc. (Mass.) 49. For a list of the states and cases which have adopted the departmental doctrine see 12 AM. & ENG. ENCY. OF LAW 971-2 Note 4. To these should be added Louisiana. *Stucke* v. *Orleans Ry. Co.* (1898), 50 La. Ann. 172; *Merritt* v. *Victoria Lumber Co.* (1903), 111 La. 159. Tennessee applies the rule only to railroad corporations. *Coal Creek Mining Co.* v. *Davis* (1892), 90 Tenn. 711. A late Illinois case, *C. & E. I. Ry. Co.* v. *White* (1904), 209 Ill. 124, qualifies the rule as follows: "If servants are directly co-operating in the particular business in hand, they are fellow servants although their ordinary duties are in different departments." See also *Card* v. *Eddy* (1895), 129 Mo. 510. For a list of states and cases which reject the departmental doctrine, see 12 AM. & ENG. ENCY. OF LAW, 976 Note 2. Texas should be dropped from this list and added to the other, as the departmental doctrine has been adopted by statute in that state. *Int. & Gt. Nor. Ry. Co.* v. *Ryan* (1891), 82 Tex. 565. South Carolina and New Jersey should be added. *Wilson* v. *Charleston, etc., Ry. Co.* (1897), 51 S. C. 79; *Enright* v.